

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVARTIS AG		10/24/2017	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	LABORATORIOS LEÓN FARMA, S.A.		
Street Address:	Calle La Vallina s/n		
Internal Address:	P.I. Navatejera		
City:	24008 León		
State/Country:	SPAIN		
Entity Type:	Company: SPAIN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77400441	ALTAVERA	
Serial Number:	77850557	INTROVALE	
Serial Number:	77850568	LORYNA	
Serial Number:	77716580	SYEDA	
Serial Number:	85017164	ESTARYLLA	
Serial Number:	86683076	ISIBLOOM	
Serial Number:	86640742	VIENVA	
Serial Number:	85196127	TRI-ESTARYLLA	
Serial Number:	86312808	TRI-LO-ESTARYLLA	
CORRESPONDENCE DATA			
Fax Number:	7877253144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7877224450		
Email:	mail@marcas-estadosunidos.com		
Correspondent Name:	Vivian Ortiz-Ponce		
Address Line 1:	P.O. Box 9024163		
Address Line 4:	San Juan, PUERTO RICO 00902-4163		
NAME OF SUBMITTER:	Vivian Ortiz-Ponce		

OP \$240.00 77400441

SIGNATURE:	/Vivian Ortiz-Ponce/
DATE SIGNED:	12/13/2017
Total Attachments: 6 source=traspaso novartis#page1.tif source=traspaso novartis#page2.tif source=traspaso novartis#page3.tif source=traspaso novartis#page4.tif source=traspaso novartis#page5.tif source=traspaso novartis#page6.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of this 24th day of October, 2017, by and between Novartis AG, a company organized under the laws of Switzerland and located at 4002 Basel, Switzerland ("Novartis") and Laboratorios León Farma, S.A., a company organized under the laws of Spain, with offices at Calle La Vallina s/n, P.I. Navatejera - 24008 León, Spain ("Buyer" or "Assignee"). Novartis and Buyer are each referred to individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Sandoz AG and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the 24th day of October, 2017 (the "Purchase Agreement"), pursuant to which Sandoz AG agreed to assign, or to cause its Affiliates (as defined in the Purchase Agreement) to assign to the Assignee all of their respective right, title and interest in, to and under the Trademarks and Pending Trademarks included in the Transferred Assets (as defined in the Purchase Agreement), together with all goodwill associated with the Trademarks, including, without limitation, those registered trademarks listed on Schedule A hereto (collectively, the "Assigned Trademarks");

WHEREAS, Novartis is an Affiliate (as defined in the Purchase Agreement) of Sandoz AG;

WHEREAS, as set forth on Schedule A, Novartis is the record owner of all of right, title and interest in, to and under the Assigned Trademarks; and

WHEREAS, Novartis desires to transfer all right, title and interest in, to and under the Assigned Trademarks, and the Assignee desires to own all such right, title, and interest in the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Novartis and the Assignee intending to be legally bound, agree as follows:

1. Novartis hereby sells, assigns, transfers, conveys and delivers unto the Assignee all right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated to the Trademarks, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

2. Novartis hereby agrees to sign all necessary papers prepared by the Assignee and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of the Assignee or its successors and assigns. Novartis hereby authorizes and requests the officials of the United States Patent and Trademark Office to issue to Assignee all of Novartis' right, title and interest in and to the Assigned Trademarks for the sole use and enjoyment of Assignee, its successors and assigns. The Assignee shall file necessary requests for recordal of the assignment of the Assigned Trademarks with the relevant authorities at the USPTO within 6 (six) months from the date of this Agreement mentioned above.

3. The failure of any party hereto to assert a right hereunder or to insist upon compliance with any term or condition of this Assignment shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other parties hereto. No waiver shall be effective unless it has been given in writing and signed by the party giving such waiver. No provision of this

Assignment may be amended or modified other than by a written document signed by authorized representatives of each party hereto.

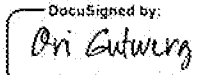
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provision thereof. Any disputes arising out of or in connection with this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrators appointed in accordance with the rules. The legal place of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.


5. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Novartis and the Assignee have caused this Assignment to be executed.

LABORATORIOS LEÓN FARMA, S.A.

By: 
DocuSigned by:
489CB317A2D73A5
Name: Ori Gutwerg
Title: President and GM Xiromed

By: 
DocuSigned by:
3E60476E3304419...
Name: Lucas Sigman
Title: Geneal manager industrial business

NOVARTIS AG

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Page to Assignment of Trademarks

IN WITNESS WHEREOF, Novartis and the Assignee have caused this Assignment to be executed.

LABORATORIOS LEÓN FARMA, S.A.

By: _____

Name: _____


Title: _____

By: _____

Name: _____

Title: _____

NOVARTIS AG

By:  _____

Name: MYRTHA HURTADO RIVAS

Title: AUTHORIZED SIGNATURE

By:  _____

Name: DAVID DEGEN

Title: AUTHORIZED SIGNATURE

Signature Page to Assignment of Trademarks

SCHEDULE A

ASSIGNED TRADEMARKS IN THE UNITED STATES OF AMERICA

Trademark	Country	Current Status	Filing	Filing Number	Registration	Registration Number	Next Renewal Due	Registered Owner	Class	Description in English
ALTAVERA	United States of America	Registration	19 Feb 2008	77/400441	03 Apr 2012	4122057	03 Apr 2022	Novartis AG	05	Gynecological preparations, namely contraceptives ; sexual hormones and sexual hormone inhibitors.
INTROVALE	United States of America	Registration	16 Oct 2009	77/850557	19 Jul 2011	3998834	19 Jul 2021	Novartis AG	05	Oral contraceptives.
LORYNA	United States of America	Registration	16 Oct 2009	77/850568	06 Mar 2012	4109272	06 Mar 2022	Novartis AG	05	Oral contraceptives.
SYEDA	United States of America	Registration	17 Apr 2009	77/716580	13 Mar 2012	4112175	13 Mar 2022	Novartis AG	05	Pharmaceutical preparations, namely, oral contraceptives.
ESTARYLLA	United States of America	Registration	19 Apr 2010	85/017164	08 Oct 2013	4415126	08 Oct 2023	Novartis AG	05	Oral contraceptives
ISIBLOOM	United States of America	Publication of Application - Statement of Use filed on Sept 21st, 2017	03 Jul 2015	86/683076				Novartis AG	05	Oral contraceptives

Trademark	Country	Current Status	Filing	Filing Number	Registration	Registration Number	Next Renewal Due	Registered Owner	Class	Description in English
VIENVA	United States of America	Publication of Application - Statement of Use filed on Sept 21st, 2017	26 May 2015	86/640742				Novartis AG	05	Oral contraceptives
TRI-ESTARYLLA	United States of America	Registration	13 Dec 2010	85/196127	17 Sep 2013	4403689	17 Sep 2023	Novartis AG	05	Oral contraceptives
TRI-IO-ESTARYLLA	United States of America	Publication of Application - Statement of Use filed on Sept 21st, 2017	18 Jun 2014	86/312808				Novartis AG	05	Oral contraceptives